

REMARKS/ARGUMENTS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 1-44 are pending in the application. Claims 1-22, 25-33 and 36-44 are amended by the present amendment. The claims are amended to correct minor informalities and cosmetic matters of form. No new matter is presented.

In the Office Action, Claims 1-44 were rejected under 35 U.S.C. § 112, second paragraph; Claims 1-3, 9, 10, 11-13, and 19-21 were rejected under 35 U.S.C. § 102(e) as anticipated by Cronce (U.S. Pub. 2003/0156719); Claims 4-8, 14-18, 22-27, 31-38 and 42-44 were rejected under 35 U.S.C. § 103(a) as unpatentable over Cronce in view of Aldis et al. (U.S. Pub. 2004/0039916, herein "Aldis"); and Claims 28-30 and 39-41 were rejected under 35 U.S.C. § 103(a) as unpatentable over Cronce in view of Aldis and Kusuda (U.S. Pub. 2001/0016872).

In response to the rejection of Claims 1-44 under 35 U.S.C. § 112, second paragraph, the claims are amended to correct minor informalities and cosmetic matters of form. Otherwise, the claims are believed to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Should such a rejection be maintained in a subsequent Office Action, Applicants respectfully request that the portion of the claims deemed as indefinite be specifically noted.

Accordingly, Applicants respectfully request that the rejection of Claims 1-44 under 35 U.S.C. § 112, second paragraph, be withdrawn.

Claims 1-3, 9, 10, 11-13, and 19-21 were rejected under 35 U.S.C. § 102(e) as anticipated by Cronce. Applicants respectfully traverse this rejection as independent Claims 1, 11 and 21 recite novel features clearly not taught or rendered obvious by the applied reference.

Independent Claim 1 relates to a service providing apparatus for providing services, comprising:

- an authentication information managing section configured to manage authentication information related to the services, *the authentication information having a term of validity*;
- an extension request accepting section configured to accept an extension request to extend the term of validity of *the* authentication information; and
- an authentication information updating section configured to extend the term of validity of *the* authentication information depending on the extension request.

Independent Claims 11 and 21, while directed to alternative embodiments, recite similar features. Accordingly, the remarks and arguments presented below are applicable to each of independent Claims 1, 11 and 21.

As described in an exemplary embodiment at Fig. 7, and the figure's corresponding description in the specification, a service providing apparatus manages a ticket related to services, and the ticket has a term of validity. The service providing apparatus may receive an extension request to extend the term of validity of the ticket, and extend the term of validity of the ticket in response. As described in the Background portion of the specification, extending the term of validity of the ticket increases system efficiency by eliminating the need for the request for a new ticket upon the expiration of the term of validity of the ticket.

Turning to the applied reference, Cronce describes a method for delivery of a licensed tool set to a software publisher for creating license-managed software products. More particularly, Cronce describes an authorization process that includes creating a first public and private key pair for the software publisher, creating a second public and private key pair for the software product, creating an authorization program for the software program, with embedded copies of the first and second public keys, and combining the software program

and the authentication program such that when the authorization program is invoked, the authorization program obtains a license for controlling the use of the software program.¹

Cronce, however, fails to teach or suggest managing authentication information related to the services which “have a term of validity,” and extending the term of validity of “*the* authentication information” depending on an extension request, as recited in Claim 1. In other words, Cronce fails to teach or suggest updating a term of validity of already existing authentication information.

In rejecting the claimed features directed to updating the term of validity of the authentication information, the Office Action relies on paragraph [0037] of Cronce and notes that “where a user chooses to purchase an upgraded license, a new license is generated according to the present invention.” More specifically, paragraph [0037] of Cronce describes that a user may download a new software with a demo license and choose to purchase the license to full or partial use either during the demo period or after. At this time, a new license is generated for subsequent distribution to the user.

Thus, Cronce describes that when a user wishes to transition from a demo license to a full or partial license, a new license is generated and distributed to the user for utilization with the software tool set. Therefore, Cronce fails to teach or suggest that a term of validity is extended for authentication information that already exists, as claimed. More specifically, Cronce describes generating a brand new license when a user wishes to transition from a demo license to a full or partial license, but fails to teach or suggest updating the demo license to include an extended term of validity for the demo license.

Therefore Cronce fails to teach or suggest managing “*authentication information* having a term of validity ... accepting an extension request to extend the term of validity of

¹ Cronce, Abstract.

the authentication information ... and extending the term of validity of *the* authentication information depending on the extension request,” as recited in independent Claim 1.

Accordingly, Applicants respectfully request that the rejection of Claims 1 (and the claims that depend therefrom) under 35 U.S.C. § 102 be withdrawn. For substantially similar reasons, it is also submitted that independent Claims 11 and 21 (and the claims that depend therefrom) patentably define over Cronce.

Claims 4-8, 14-18, 22-27, 31-38 and 42-44 were rejected under 35 U.S.C. § 103(a) as unpatentable over Cronce in view of Aldis. With regard to the rejection of independent Claims 22, 33 and 44 (and the claims that depend therefrom), Applicants respectfully submit that independent Claims 22, 33 and 44 recite novel features clearly not taught or rendered obvious by the applied references.

Independent Claim 22 recites, in part, a service providing apparatus, comprising:

... an extension request sending section configured to send an extension request *requesting extension of the term of validity* of the authentication information to the first service providing section.

Independent Claims 33 and 44, while directed to alternative embodiments, recite similar features. Accordingly, the remarks and arguments presented below are applicable to each of independent Claims 22, 33 and 44.

In rejecting independent Claims 22, 33 and 44, the Office Action admits that Cronce fails to disclose the features directed to the “extension request sending section.” In an attempt to remedy this deficiency, the Office Action relies on Aldis and asserts that it would have been obvious to one of ordinary skill in the art to combine the cited references to arrive at Applicants’ claims. Applicants respectfully traverse this rejection as Aldis fails to teach or suggest the claimed features for which it is asserted as a secondary reference under 35 U.S.C. § 103.

Aldis describes a system and method for the distribution of digital licenses through a multi-level distribution chain using one or more clearing houses. Distributors acquire licenses from content providers and upstream distributors, and can modify them in accordance with the terms of the original licenses.²

Aldis, however, fails to teach or suggest extending *the term of validity* of authentication information as recited in independent Claim 22.

In rejecting the above-noted features recited in independent Claims 22, 33 and 44, the Office Action cites paragraphs [0107] and [0109] of Aldis. This cited portion of Aldis describes that a distributor 6 is able to create an extended digital license or an extended renewal/upgrade digital license. As described at paragraph [0108] Aldis, when the distributor “extends” a license, it extends the distribution rules for a license not the term of validity of a license. Thus, Aldis describes that a digital license may include extended distribution roles or maybe renewed and upgraded, but fails to teach or suggest extending the *term of validity* of already existing authentication information, as recited in independent Claims 22, 33 and 44.

Accordingly, for at least the reasons discussed above, Applicants respectfully request that the rejection of Claim 22 (and the claims that depend therefrom) under 35 U.S.C. § 103 be withdrawn. For substantially similar reasons, it is also submitted that independent Claims 33 and 44 (and the claims that depend therefrom) patentably define over Cronce and Aldis.

Regarding the rejection of Claims 4-8, 14-18, 28-30 and 39-41 under 35 U.S.C. § 103 as unpatentable over Cronce, Aldis and Kusuda, it is respectfully submitted that these claims depend from one of independent Claims 1, 11, 22 and 33 and are believed to be patentable for at least the reasons discussed above. Further, it is respectfully submitted that Kusuda fails to remedy any of the above-noted deficiencies of Cronce and Aldis.

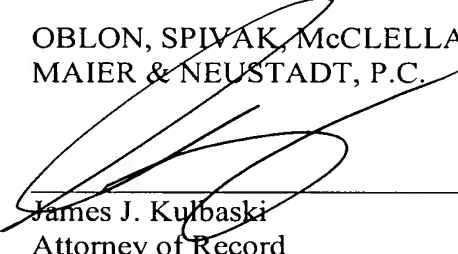
² Aldis, Abstract.

Accordingly, Applicants respectfully request that the rejection of Claims 4-8, 14-18, 28-30 and 39-41 under 35 U.S.C. § 103 be withdrawn.

Consequently, in view of the present amendment and in light of the foregoing comments, it is respectfully submitted that the invention defined by Claims 1-44 is definite and patentably distinguishing over the applied references. The present application is therefore believed to be in condition for formal allowance and an early and favorable reconsideration of the application is therefore requested.

Respectfully submitted,

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